

Met-Ed

GPU

APR 29 1980 - 1 45 PM
INTERSTATE COMMERCE COMMISSION

APR 29 1980 - 1 45 PM

Metropolitan Edison Company
Post Office Box 542
Reading, Pennsylvania 19640
215-929-3601

APR 29 1 40 PM '80

Writer's Direct Dial Number
215-921-6175

I. C. C.
FEE OPERATION BR April 28, 1980

Interstate Commerce Commission
12th & Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Secretary

Dear Sir:

No. 0-120A124

Date APR 29 1980

Fee \$ 300.00

ICC Washington, D. C.

Enclosed for filing with the Commission pursuant to 49 C.F.R. Part 1116 are an original executed counterpart and two certified copies of a Mortgage Document as follows:

Mortgage Document: Indenture of Mortgage dated November 1, 1944 and the 26 Supplemental Indentures thereto listed on Schedule A attached hereto

Mortgagor: Metropolitan Edison Company


Mortgagee: Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York)

Included in the property covered by the Mortgage Document is a Schnabel type railroad car with an attached mobile transformer. The AAR number for the railroad car is GPUX100. This car is used or intended for use in connection with interstate commerce. Mortgagor owns a 20% undivided interest in such railroad car and transformer as a tenant in common with its affiliates, Jersey Central Power & Light Company (which owns a 37% interest) and Pennsylvania Electric Company (which owns a 43% interest).

The railroad car is not specifically described in the Mortgage Document. However, included in the property covered by the Mortgage Document is all property or interests therein owned by Metropolitan Edison Company at the date of said Indenture of Mortgage or thereafter acquired by it.

Also enclosed is a check in the amount of \$300.00 to cover the recording fee. Please acknowledge this filing by stamping the recordation information on each of the instruments comprising the original executed counterpart of the Mortgage Document, for return to the undersigned.

Very truly yours,


J. S. Bartman
Vice President

kz

Enclosures

Metropolitan Edison Company is a Member of the General Public Utilities System

*Countersigned for 26 copies Met-Ed and GPU
4/1/80*

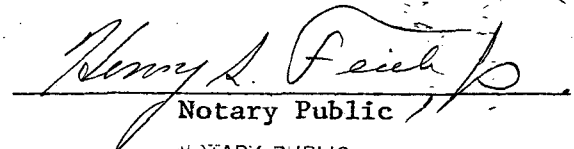
11737-9
RECORDATION NO. Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

I, the undersigned Notary Public in and for the Commonwealth of Pennsylvania, County of Berks, do certify as follows: (1) I have examined the attached conformed copy of Supplemental Indenture dated (or dated as of) October 30, 1974 to Indenture of Mortgage dated November 1, 1944 between Metropolitan Edison Company and Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), Trustee, and have compared it with the original document; and (2) the attached conformed copy is a true and correct copy of the original document in all respects.

Witness my hand and seal this 28th day of April, 1980.


Notary Public
NOTARY PUBLIC
Muhlenberg Township, Berks Co., Pa.
My Commission Expires Sept. 14, 1983

(SEAL)

11737 9

RECORDATION NO. Filed 1425

APR 29 1980 - 1 45 PM

INTERSTATE COMMERCE COMMISSION

METROPOLITAN EDISON COMPANY

TO

**MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
*as Trustee.***

Supplemental Indenture

Dated October 30, 1974

MORGAN GUARANTY TRUST COMPANY OF NEW YORK hereby certifies that its Residence and Post Office Address is 23 Wall Street, Borough of Manhattan, City of New York, New York 10015.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By 
Vice President.

THIS SUPPLEMENTAL INDENTURE, made as of the thirtieth day of October, 1974, between METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania, hereinafter sometimes referred to as the "Company", party of the first part, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, a corporation of the State of New York, as Trustee under the Mortgage hereinafter referred to, hereinafter sometimes referred to as the "Trustee", party of the second part;

WHEREAS, the Company has heretofore executed and delivered to Guaranty Trust Company of New York, as Trustee, its Indenture dated November 1, 1944 (hereinafter sometimes referred to as the "Original Indenture"), which was duly supplemented by supplemental indentures dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965, June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972 and December 1, 1973, respectively, and which is hereby supplemented by this Supplemental Indenture, all of which are herein collectively referred to as the "Mortgage"; and

WHEREAS, in connection with the merger on April 24, 1959, of J. P. Morgan & Co. Incorporated into Guaranty Trust Company of New York, the corporate name of Guaranty Trust Company of New York was changed to Morgan Guaranty Trust Company of New York; and

WHEREAS, the Company desires by this Supplemental Indenture to create, and to define, in so far as the same is permitted by the Original Indenture, the form of and certain other matters with respect to a bond of a nineteenth series to be issued under the Mortgage, to be designated "First Mortgage Bond, 1% Series due 1975-1984" (hereinafter sometimes referred to as the "1975-1984 Series Bond"), and to provide for the issuance thereof only as a fully registered bond; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument, in accordance with its terms, and for the purposes herein expressed, have been done, performed and fulfilled, and the execution and delivery hereof, in the form and terms hereof, have been in all respects duly authorized:

NOW, THEREFORE, THIS SUPPLEMENTAL INDENTURE WITNESSETH:

That in consideration of the premises, and of the sum of One Dollar (\$1.00) to the Company duly paid by the Trustee at or before the ensealing and delivery of these presents, and for other valuable considerations, the receipt whereof is hereby acknowledged, the Company hereby covenants and agrees to and with the Trustee and its successors in the trusts under the Mortgage, as follows:

ARTICLE I.

Creation of First Mortgage Bond, 1% Series
Due 1975-1984 and Specification of Certain
Matters With Respect Thereto.

SECTION 1. The Company hereby creates a bond of a nineteenth

series to be issued under and secured by the Mortgage, to be designated, and to be distinguished from bonds of all other series by the title "First Mortgage Bond, 1% Series due 1975-1984". The 1975-1984 Series Bond shall be dated the date of its authentication and shall bear interest from October 31, 1974.

Principal of the 1975-1984 Series Bond shall be payable at the respective times and in the respective amounts (shown under the columns entitled "Principal Payable") set forth in the following table and shall be payable in such currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts; the 1975-1984 Series Bond shall bear interest payable in like currency at the respective times and in the respective amounts (shown under the columns entitled "Interest Payable") set forth in the following table:

<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>
4/30/75	\$ 9,685.50	\$11,637.50	9/30/76	\$19,651.67	\$ 1,671.33
5/31/75	19,391.50	1,931.50	10/31/76	19,668.05	1,654.95
6/30/75	19,407.66	1,915.34	11/30/76	19,684.44	1,638.56
7/31/75	19,423.83	1,899.17	12/31/76	19,700.84	1,622.16
8/31/75	19,440.01	1,882.99	1/31/77	19,717.26	1,605.74
9/30/75	19,456.21	1,866.79	2/28/77	19,733.69	1,589.31
10/31/75	19,472.43	1,850.57	3/31/77	19,750.13	1,572.87
11/30/75	19,488.65	1,834.35	4/30/77	19,766.59	1,556.41
12/31/75	19,504.90	1,818.10	5/31/77	19,783.06	1,539.94
1/31/76	19,521.15	1,801.85	6/30/77	19,799.55	1,523.45
2/29/76	19,537.42	1,785.58	7/31/77	19,816.05	1,506.95
3/31/76	19,553.70	1,769.30	8/31/77	19,832.56	1,490.44
4/30/76	19,569.99	1,753.01	9/30/77	19,849.09	1,473.91
5/31/76	19,586.30	1,736.70	10/31/77	19,865.63	1,457.37
6/30/76	19,602.62	1,720.38	11/30/77	19,882.18	1,440.82
7/31/76	19,618.96	1,704.04	12/31/77	19,898.75	1,424.25
8/31/76	19,635.31	1,687.69	1/31/78	19,915.34	1,407.66

<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>	<u>Date</u>	<u>Principal Payable</u>	<u>Interest Payable</u>
2/28/78	\$19,931.93	\$1,391.07	7/31/81	\$20,624.41	\$ 698.59
3/31/78	19,948.54	1,374.46	8/31/81	20,641.60	681.40
4/30/78	19,965.17	1,357.83	9/30/81	20,658.80	664.20
5/31/78	19,981.80	1,341.20	10/31/81	20,676.01	646.99
6/30/78	19,998.45	1,324.55	11/30/81	20,693.24	629.76
7/31/78	20,015.12	1,307.88	12/31/81	20,710.49	612.51
8/31/78	20,031.80	1,291.20	1/31/82	20,727.75	595.25
9/30/78	20,048.49	1,274.51	2/28/82	20,745.02	577.98
10/31/78	20,065.20	1,257.80	3/31/82	20,762.31	560.69
11/30/78	20,081.92	1,241.08	4/30/82	20,779.61	543.39
12/31/78	20,098.65	1,224.35	5/31/82	20,796.93	526.07
1/31/79	20,115.40	1,207.60	6/30/82	20,814.26	508.74
2/28/79	20,132.17	1,190.83	7/31/82	20,831.60	491.40
3/31/79	20,148.94	1,174.06	8/31/82	20,848.96	474.04
4/30/79	20,165.73	1,157.27	9/30/82	20,866.34	456.66
5/31/79	20,182.54	1,140.46	10/31/82	20,883.72	439.28
6/30/79	20,199.36	1,123.64	11/30/82	20,901.13	421.87
7/31/79	20,216.19	1,106.81	12/31/82	20,918.54	404.46
8/31/79	20,233.04	1,089.96	1/31/83	20,935.98	387.02
9/30/79	20,249.90	1,073.10	2/28/83	20,953.42	369.58
10/31/79	20,266.77	1,056.23	3/31/83	20,970.88	352.12
11/30/79	20,283.66	1,039.34	4/30/83	20,988.36	334.64
12/31/79	20,300.56	1,022.44	5/31/83	21,005.85	317.15
1/31/80	20,317.48	1,005.52	6/30/83	21,023.35	299.65
2/29/80	20,334.41	988.59	7/31/83	21,040.87	282.13
3/31/80	20,351.36	971.64	8/31/83	21,058.41	264.59
4/30/80	20,368.32	954.68	9/30/83	21,075.96	247.04
5/31/80	20,385.29	937.71	10/31/83	21,093.52	229.48
6/30/80	20,402.28	920.72	11/30/83	21,111.10	211.90
7/31/80	20,419.28	903.72	12/31/83	21,128.69	194.31
8/31/80	20,436.30	886.70	1/31/84	21,146.30	176.70
9/30/80	20,453.33	869.67	2/29/84	21,163.92	159.08
10/31/80	20,470.37	852.63	3/31/84	21,181.56	141.44
11/30/80	20,487.43	835.57	4/30/84	21,199.21	123.79
12/31/80	20,504.50	818.50	5/31/84	21,216.87	106.13
1/31/81	20,521.59	801.41	6/30/84	21,234.55	88.45
2/28/81	20,538.69	784.31	7/31/84	21,252.25	70.75
3/31/81	20,555.81	767.19	8/31/84	21,269.96	53.04
4/30/81	20,572.94	750.06	9/30/84	21,287.68	35.32
5/31/81	20,590.08	732.92	10/31/84	21,305.42	17.58
6/30/81	20,607.24	715.76			

Unless otherwise provided, principal and interest on the 1975-1984 Series Bond shall be payable at the office or agency of the Company in the Borough of Manhattan, The City of New York.

The person in whose name the 1975-1984 Series Bond is registered on the respective payment dates set forth in the foregoing table shall be entitled to receive the principal and interest payable on such payment dates. At the option of such person, evidenced by a written request made to the Company and the Trustee, such payments (except for the payment due October 31, 1984, which will be made only upon surrender of the 1975-1984 Series Bond) shall be made by first class United States Mail to the address designated by such person.

The 1975-1984 Series Bond shall be issuable only as a fully registered bond.

The 1975-1984 Series Bond may be redeemed at the option of the Company, on any of the foregoing payment dates, as a whole, or from time to time in part, after notice mailed to the registered holder of such bond directed to his registered address, at one hundred percentum (100%) of the principal amount so redeemed, together with accrued interest thereon to the date of redemption (the "Redemption Price"). Redemption as a whole at the Redemption Price may also be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series,

the redemption date in any such event to be not more than one hundred twenty (120) days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property constituting bondable property which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of the Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at the Redemption Price may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the accrued interest in case of any such redemption to be provided for by the Company pursuant to the provisions of Section 8.07 of the Mortgage. Any notice of redemption of the 1975-1984 Series Bond out of cash deposited pursuant to Section 5.07 and 5.08 of the Mortgage shall state that the redemption is to be effected out of cash deposited pursuant to Section 5.07 or 5.08, as the case may be.

SECTION 2. The 1975-1984 Series Bond in the principal amount of Two million three hundred and thirty thousand dollars (\$2,330,000) may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before

or after the filing or recording hereof) to or upon the order of the designated officer or officers of the Company, upon compliance by the Company with the appropriate provisions and requirements of Article IV of the Mortgage.

SECTION 3. So long as the 1975-1984 Series Bond shall be secured by the lien of the Mortgage, the term "minimum provision for depreciation" when used for any purposes under the Mortgage and with reference to any period of time shall mean an amount computed pursuant to the provisions of Article I, Section 5 of the Supplemental Indenture dated March 1, 1952.

SECTION 4. So long as the 1975-1984 Series Bond shall be secured by the lien of the Mortgage, clause (A) (II) of Section 1.06 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 4 of the Supplemental Indenture dated May 1, 1960.

SECTION 5. So long as the 1975-1984 Series Bond shall be secured by the lien of the Mortgage, the first sentence of Section 5.20 of the Original Indenture shall be deemed amended as set forth in the quotation contained in Article I, Section 6 of the Supplemental Indenture dated December 1, 1950.

SECTION 6. So long as the 1975-1984 Series Bond shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants set forth in Article I, Section 4 of the Supplemental Indenture dated March 1, 1952, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 7. So long as the 1975-1984 Series Bond shall be secured by the lien of the Mortgage, the Company will keep and perform the covenants and agreements set forth in Article I, Section 7 of the Supplemental Indenture dated June 1, 1957, irrespective of whether any of the bonds of the series created by such Supplemental Indenture shall be then outstanding.

SECTION 8. The Company covenants and agrees that, notwithstanding Section 2.03 of the Mortgage, it will not charge any sum for or in connection with any registration of transfer of the 1975-1984 Series Bond, but may require the payment of a sum sufficient to cover any tax or taxes or other governmental charges incident to any exchange or registration of transfer thereof.

ARTICLE II.

Form of the 1975-1984 Series Bond

The form of the 1975-1984 Series Bond and the Trustee's authentication certificate to be endorsed thereupon shall be substantially as follows:

FORM OF FACE OF THE 1975-1984 SERIES BOND

METROPOLITAN EDISON COMPANY
(Incorporated under the laws
of
Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 1% SERIES DUE 1975-1984

\$2,330,000

No. 1

METROPOLITAN EDISON COMPANY, a corporation of the Commonwealth of Pennsylvania (hereinafter called the "Company"), for value received,

hereby promises to pay to _____, or registered assigns, at the office or agency of the Company in the Borough of Manhattan, The City of New York, Two million three hundred and thirty thousand Dollars, at the respective times and in the respective amounts (shown under the columns entitled "Principal Payable") set forth in the following table, in such coin or currency of the United States of America as at the time of payment is legal tender for the payment of public and private debts; and to pay interest thereon in like currency at the respective times and in the respective amounts (shown under the columns entitled "Interest Payable") set forth in the following table:

[There will be inserted here the same table of dates and principal and interest payment amounts as is set forth in this Supplemental Indenture under Article I, Section 1.]

to pay interest on any overdue amount of principal (from the due date thereof until the same shall have been paid or the payment thereof shall have been duly provided for) at the highest rate of interest borne by any bonds outstanding under the hereinafter mentioned Mortgage, and (to the extent that payment of such interest is enforceable under applicable law) to pay interest on any overdue installment of interest at the highest rate of interest borne by any of the bonds outstanding under said Mortgage. The principal and interest payable on the respective payment dates set forth in the foregoing table shall be paid to the person in whose name this bond is registered on such payment dates.

Reference is hereby made to the further provisions of this bond set forth on the reverse hereof. Such further provisions shall for all purposes have the same effect as though fully set forth at this place.

The bonds of the 1975-1984 Series have not been registered under the Securities Act of 1933 and no transfer of this bond, or interest therein, to a United States person may be made without compliance with the terms thereof.

This bond shall not become valid or obligatory for any purpose until Morgan Guaranty Trust Company of New York, or its successor, as Trustee under said Mortgage, shall have signed the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY has caused this bond to be signed in its name by its President or one of its Vice Presidents and its corporate seal, or a facsimile thereof, to be affixed hereto and attested by its Secretary or one of its Assistant Secretaries.

Dated:

METROPOLITAN EDISON COMPANY,

By
President.

ATTEST:

.....
Secretary.

[FORM OF TRUSTEE'S AUTHENTICATION CERTIFICATE
ON BOND OF THE 1975-1984 SERIES]

TRUSTEE'S AUTHENTICATION CERTIFICATE

This is the bond of the series herein designated, provided for in the within-mentioned Mortgage.

MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,
TRUSTEE

By
Authorized Officer.

[FORM OF REVERSE OF BOND OF THE 1975-1984 SERIES]

METROPOLITAN EDISON COMPANY
(Incorporated under the laws
of the
Commonwealth of Pennsylvania)

FIRST MORTGAGE BOND, 1% SERIES DUE 1975-1984

This bond constitutes one series of an issue of bonds of the Company (herein referred to as the "bonds"), said issue not being limited in principal amount except as in the Mortgage hereinafter mentioned provided, issuable in series, which different series may mature at different times, may bear interest at different rates, and may otherwise vary as in the Mortgage hereinafter mentioned provided, and is the bond of a series known as First Mortgage Bond, 1% Series Due 1975-1984 (herein referred to as the "1975-1984 Series Bond"), all bonds of all series issued and to be issued under and equally and ratably secured (except in so far as any sinking or analogous fund, established in accordance with the provisions of the Mortgage hereinafter mentioned, may afford additional security for the bonds of any particular series) by a Mortgage and Deed of Trust, dated November 1, 1944 (herein, together with any indentures supplemental thereto, including, but not by way of limitation, the indentures supplemental thereto dated February 1, 1947, May 20, 1947, September 1, 1947, September 1, 1948, October 4, 1949, February 1, 1950, July 19, 1950, December 1, 1950, March 1, 1952, May 1, 1953, July 1, 1954, October 1, 1954, June 1, 1957, May 1, 1960, December 1, 1962, March 20, 1964, July 1, 1965,

June 1, 1966, March 22, 1968, September 1, 1968, August 1, 1969, November 1, 1971, May 1, 1972, December 1, 1973 and October 30, 1974, called the "Mortgage"), executed by the Company to Guaranty Trust Company of New York (now Morgan Guaranty Trust Company of New York), as Trustee, to which reference is made for a description of the property mortgaged, the nature and extent of the security, the rights of the holders of the bonds and of the Company in respect thereof, the rights, duties and immunities of the Trustee, and the terms and conditions upon which the bonds are, and are to be, issued and secured. The Mortgage contains provisions permitting the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, on behalf of the holders of all the bonds to waive any past default under the Mortgage and its

consequences except a completed default, as defined in the Mortgage, in respect of the payment of the principal of or interest on any bond or default arising from the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, subject to the condition that, in case the rights of the holders of less than all of the series of bonds outstanding shall be affected, no waiver of any past default or its consequences shall be effective unless approved by the holders of not less than a majority of all the bonds at the time outstanding. The Mortgage also contains provisions permitting the Company and the Trustee, with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of all the bonds at the time outstanding, determined and evidenced as provided in the Mortgage, or in case the rights under the Mortgage of the holders of bonds of one or more, but less than all, of the series of bonds outstanding shall be affected, then with the consent of the holders of not less than seventy-five per centum (75%) in principal amount of the outstanding bonds of such one or more series affected, except that if any such action would affect the bonds of two or more series, the holders of not less than seventy-five per centum (75%) in principal amount of outstanding bonds of such two or more series, which need not include seventy-five per centum (75%) in principal amount of outstanding bonds of each of such series, determined and evidenced as provided in the Mortgage, to execute supplemental inden-

tures adding any provisions to or changing in any manner or eliminating any of the provisions of the Mortgage or modifying in any manner the rights of the holders of the bonds and coupons; provided, however, that no such supplemental indenture shall (i) extend the fixed maturity of any bonds, or reduce the rate or extend the time of payment of interest thereon, or reduce the principal amount thereof, without the consent of the holder of each bond so affected, or (ii) reduce the aforesaid percentage of bonds, the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all bonds then outstanding, or (iii) permit the creation of any lien ranking prior to or equal with the lien of the Mortgage on any of the mortgaged property, or (iv) deprive the holder of any outstanding bond of the lien of the Mortgage on any of the mortgaged property. Any such waiver or consent by the holder of this bond (unless effectively revoked as provided in the Mortgage) shall be conclusive and binding upon such holder and upon all future holders of this bond, irrespective of whether or not any notation of such waiver or consent is made upon this bond.

No reference herein to the Mortgage and no provision of this bond or of the Mortgage shall alter or impair the obligation of the Company, which is absolute and unconditional, to pay the principal of and interest on this bond at the times and place and at the rate and in the coin or currency herein prescribed.

The 1975-1984 Series Bond is issuable only as a fully registered bond.

The 1975-1984 Series Bond may be redeemed, at the option of the Company, on any of the foregoing payment dates, as a whole, or from time to time in part, after notice mailed to the registered holder of such bond directed to his registered address, at one hundred percentum (100%) of the principal amount so redeemed, together with accrued interest thereon to the date of redemption the "Redemption Price"). Redemption as a whole at the Redemption Price may also be effected, as more fully provided in Section 8.08 of the Mortgage, in the event (a) that all the outstanding common stock of the Company shall be acquired by some governmental body or instrumentality and the Company elects to redeem all the bonds of all series, the redemption date in any such event to be not more than one hundred twenty days after the date on which all said stock is so acquired, or (b) that all or substantially all of the mortgaged property (constituting bondable property as defined in the Mortgage) which at the time shall be subject to the lien of the Mortgage as a first lien shall be released from the lien of the Mortgage pursuant to the provisions thereof, and available moneys in the hands of Morgan Guaranty Trust Company of New York, or its successor, as Trustee, including any moneys deposited by the Company for the purpose, are sufficient to redeem all the bonds of all series at the redemption

prices (together with accrued interest to the date of redemption) specified therein applicable to the redemption thereof upon the happening of such event. Redemption as a whole, or from time to time in part, at the Redemption Price may also be effected out of cash deposited pursuant to Sections 5.07 and 5.08 of the Mortgage, the accrued interest in case of any such redemption to be paid out of cash deposited by the Company for the purpose.

The Mortgage provides that any notice of redemption of bonds may state that it is subject to the receipt of the redemption moneys by the Trustee before the date fixed for redemption and such notice shall be of no effect unless such moneys are received before such date.

The Mortgage provides that if the Company shall deposit with Morgan Guaranty Trust Company of New York, or its successor, as Trustee in trust for the purpose, funds sufficient to pay the principal of all of the bonds of any series, or such of the bonds of any series as have been or are to be called for redemption (including any portions, constituting \$1,000 or a multiple thereof, except for this bond, of fully registered bonds) and premium, if any, thereon, and all interest payable on such bonds (or portions) to the date on which they become due and payable at maturity or upon redemption or otherwise, and complies with the other provisions of the Mortgage in respect thereof, then from the date of such deposit such bonds (or portions) shall no longer be secured by the lien of the Mortgage.

The principal hereof may be declared or may become due prior to the express date of the maturity hereof on the conditions, in the

manner and at the time set forth in the Mortgage, upon the occurrence of a completed default as in the Mortgage provided.

This bond is transferable as prescribed in the Mortgage by the registered holder hereof in person, or by his duly authorized attorney, at the principal office of the Trustee in said Borough of Manhattan, upon surrender and cancellation of this bond, and thereupon, a new bond of the same series and for the same principal amount as the then remaining unpaid balance of principal hereunder, in accordance with the data set forth in the table on the face of this bond will be issued to the transferee in exchange herefor as provided in the Mortgage. The Company and the Trustee, any paying agent and any bond registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof, whether or not any payment of principal or interest hereunder shall be overdue, for the purpose of receiving payment and for all other purposes and neither the Company nor the Trustee nor any paying agent nor any bond registrar shall be affected by any notice to the contrary.

No recourse shall be had for the payment of the principal of or interest on this bond, or for any claim based hereon, or otherwise in respect hereof, or based on or in respect of the Mortgage or under or upon any obligation, covenant or agreement contained in the Mortgage, against any incorporator, or any past, present or future subscriber to the capital stock, stockholder, officer or director, as such, of the Company or of any predecessor or successor corporation, either directly or through the Company or any predecessor or successor corporation, under any present or future rule of law, statute or constitution or

by the enforcement of any assessment or otherwise, all such liability of incorporators, subscribers, stockholders, officers and directors, as such, being waived and released by the holder and owner hereof by the acceptance of this bond and being likewise waived and released by the terms of the Mortgage.

ARTICLE III.

Miscellaneous.


SECTION 1. This Supplemental Indenture shall be simultaneously executed in several counterparts, and all such counterparts executed and delivered, each as an original, shall constitute but one and the same instrument.

SECTION 2. The recitals of fact contained herein and in the 1975-1984 Series Bond (other than the Trustee's certificate of authentication) shall be taken as the statements of the Company and the Trustee assumes no responsibility for the correctness of the same.


IN WITNESS WHEREOF, METROPOLITAN EDISON COMPANY, party of the first part, has caused this instrument to be signed in its name and behalf by its President or a Vice President and its corporate seal to be hereunto affixed and attested by its Secretary, and MORGAN GUARANTY TRUST COMPANY OF NEW YORK, party of the second part, in token of its acceptance of the trust hereby created, has caused this instrument to be signed in its name and behalf by a Vice President

and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

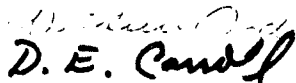
METROPOLITAN EDISON COMPANY,

By 
Vice President.

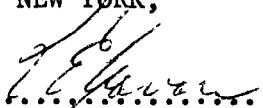
Attest:


Secretary.

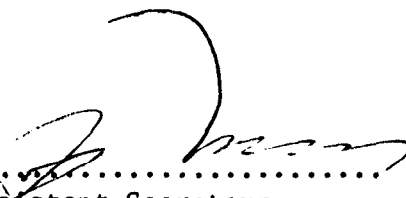
Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:


D. E. Canolf



MORGAN GUARANTY TRUST COMPANY
OF NEW YORK,

By 
Vice President.

Attest:


Assistant Secretary.

Signed, sealed and delivered by said Morgan Guaranty Trust Company of New York in the presence of:

STATE OF NEW YORK)
 : ss.
 COUNTY OF NEW YORK)

On the 23rd day of October, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. HEIST, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by G. J. SCHNEIDER, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of G. J. SCHNEIDER as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

.....*R. B. Heist*.....
 R. B. HEIST, Secretary.

Sworn to and subscribed before me the day and year aforesaid.

Mildred Misura
 MILDRED MISURA
 Notary Public, State of New York
 No. 31-7973128
 Qualified in New York County
 Commission Expires March 30, 1976

STATE OF NEW YORK)
 : ss.
 COUNTY OF NEW YORK)

On the 23rd day of October, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **W. W. Brewer**, an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by **R. E. SPARROW**, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of **R. E. SPARROW**, as a Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

.....
 Assistant Secretary


Sworn to and subscribed before me the day and year aforesaid.
 I am not a director or officer of said Morgan Guaranty Trust Company of New York.

Frank Schlierp

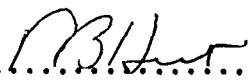
FRANK SCHLIERP
 NOTARY PUBLIC, State of New York
 No. 60350
 Qualified in Westchester County
 Certificate filed in New York County
 Commission Expires March 30, 1975

and its corporate seal to be hereunto affixed and attested by an Assistant Secretary, all as of the day and year first above written.

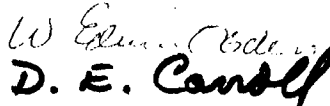
METROPOLITAN EDISON COMPANY,

By 
Vice President.

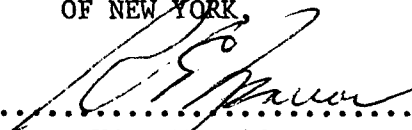
Attest:

..... 
Secretary.

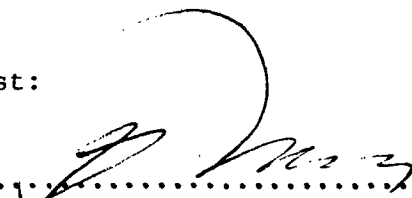
Signed, sealed and delivered by said Metropolitan Edison Company in the presence of:


D. E. Canoll



MORGAN GUARANTY TRUST COMPANY
OF NEW YORK.

By 
Vice President.

Attest:

..... 
Assistant Secretary.

Signed, sealed and delivered by said Morgan Guaranty Trust Company of New York in the presence of:



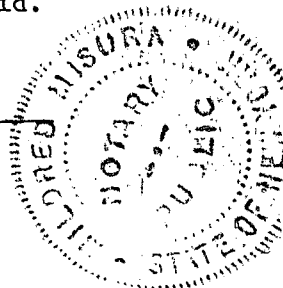
STATE OF NEW YORK)
 : ss.
 COUNTY OF NEW YORK)

On the 23rd day of October, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared R. B. HEIST, Secretary of METROPOLITAN EDISON COMPANY, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by G. J. SCHNEIDER, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Secretary and of G. J. SCHNEIDER as Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

.....
 R. B. HEIST, Secretary.

Sworn to and subscribed before me the day and year aforesaid.

Mildred Misura
 MILDRED MISURA
 Notary Public State of New York
 No. 31-7873128
 Qualified in New York County
 Commission Expires March 30, 1978



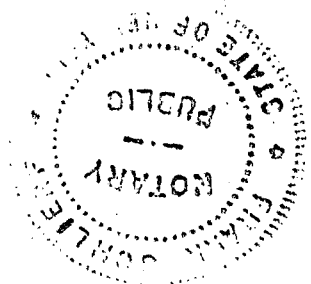
STATE OF NEW YORK)
 : ss.
 COUNTY OF NEW YORK)

On the 23rd day of October, 1974, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared **W. W. Brewer**, an Assistant Secretary of MORGAN GUARANTY TRUST COMPANY OF NEW YORK, who, being duly sworn, according to law, says that he was personally present at the execution of the foregoing Supplemental Indenture, and saw the common or corporate seal of the said corporation duly affixed thereto; that the seal so affixed thereto is the common or corporate seal of the said corporation; that the foregoing Supplemental Indenture was duly sealed and delivered by **R. E. SPARROW**, a Vice President of said corporation, as and for the act and deed of said corporation, for the uses and purposes therein mentioned, by authority of the Board of Directors of said corporation; and that the names of this deponent as Assistant Secretary and of **R. E. SPARROW**, as a Vice President of the said corporation, subscribed to the foregoing Supplemental Indenture in attestation of its due execution and delivery, are of their and each of their respective handwritings.

.....
 Assistant Secretary

Sworn to and subscribed before me the day and year aforesaid.
 I am not a director or officer of said Morgan Guaranty Trust Company of New York.

Frank Schlierf
FRANK SCHLIERF
 NOTARY PUBLIC, State of New York
 No. 60-3503450
 Qualified in Westchester County
 Certificate filed in New York County
 Commission Expires March 30, 1975



Recording Data of
METROPOLITAN EDISON COMPANY

<u>County</u>	<u>Date of Recording</u>	<u>Place of Recording</u>
Adams	10/25/74	Mortgage Book 58, Page 202
Bedford	10/25/74	Mortgage Book 110, Page 856
Berks	10/24/74	Mortgage Book 1190, Page 644
Blair	10/25/74	Mortgage Book 746, Page 740
Bucks	10/25/74	Mortgage Book 1959, Page 1049
Cambria	10/25/74	Mortgage Book 478, Page 642
Chester	10/25/74	Mortgage Book Q-42, Page 223
Cumberland	10/25/74	Mortgage Book 583, Page 729
Dauphin	10/25/74	Mortgage Book W-52, Page 660
Franklin	10/25/74	Mortgage Book 338, Page 380
Huntingdon	10/25/74	Mortgage Book 158, Page 521
Indiana	10/25/74	Mortgage Book 256, Page 366
Lancaster	10/24/74	Mortgage Book 1032, Page 1071
Lebanon	10/25/74	Mortgage Book 327, Page 614
Lehigh	10/25/74	Mortgage Book 1073, Page 50
Monroe	10/24/74	Mortgage Book 284, Page 7
Montgomery	10/29/74	Mortgage Book 4008, Page 173
Northampton	10/25/74	Mortgage Book 1063, Page 338
Perry	10/25/74	Mortgage Book 75, Page 38
Pike	10/25/74	Mortgage Book 179, Page 297
Westmoreland	10/25/74	Mortgage Book 1418, Page 1081
York	10/25/74	Mortgage Book 36-J, Page 998